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5 IN THE CIRCUIT COURT OF THE STATE OF OREGON
6 FOR THE COUNTY OF MULTNOMAH

7 DANA MEIER,) Case No. 17CV52579
8)
9 Plaintiff,) **COMPLAINT**
10 v.) **(Breach of Insurance Contract)**
11 FOREMOST INSURANCE COMPANY,) **(Subject to Mandatory**
12 Defendant.) **Arbitration)**
13) **Fee Authority: ORS**
14) **21.160(1)(b)**
15) **Prayer Amount: \$49,000**

16 **CLAIM FOR RELIEF**
17 **(Breach of Insurance Contract)**

18 **COUNT 1**
19 **(Express Contract)**

20 1.

21 Plaintiff Dana Meier ("plaintiff") is, and at all times mentioned herein was,
22 the owner of a home located at 4995 Pleasant Creek Road, Rogue River, Oregon
23 (the "property").

2.

Defendant Foremost Insurance Company ("defendant") is, and at all times
mentioned herein was, a corporation.

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3.

Defendant issued a homeowners insurance policy (the "policy") to plaintiff. The policy was issued for valuable consideration in the form of policy premiums, which were paid by plaintiff, who satisfied all conditions.

4.

Pursuant to the policy, defendant insured plaintiff's home and agreed to pay for accidental losses.

5.

While the policy was in force, on or about January 3, 2017, plaintiff suffered an accidental loss.

6.

The losses suffered by plaintiff fall within the coverage of defendant's policy. Pursuant to the terms of the policy, plaintiff sought payment from defendant for all her damages. Defendant has refused to pay all of plaintiff's losses.

7.

Defendant's denial and refusal to pay all of plaintiff's damages constitutes a breach of the insurance contract.

8.

As a result of defendant's breach of contract, plaintiff has been damaged in the amount of \$49,000.

9.

Plaintiff is entitled to attorney fees under ORS 742.061.

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COUNT 2
(Implied Covenant)

10.

Plaintiff realleges and incorporates by reference the allegations in paragraphs 1-9.

11.

Defendant failed to make payment, refused to make payment, and delayed payment for covered losses, in violation of the policy of insurance, thus causing damages to plaintiff.

12.

Defendant violated the implied covenant of good faith and fair dealing in failing properly to investigate the loss, adjust the claim, and pay plaintiff for all of the accidental losses sustained causing damages to plaintiff:

a. On or about January 3, 2017, plaintiff suffered an accidental loss.

b. Plaintiff promptly reported the loss, and provided proper proof of loss.

c. Plaintiff has supplied all information and documentation requested by defendant.

13.

It was foreseeable to defendant that if it breached its obligations under the insurance policy, plaintiff would suffer damages.

14.

As a result of the breach of contract by defendant, plaintiff has suffered damages as set forth in paragraph 8.

WHEREFORE, plaintiff prays for relief from defendant as follows:

- 1 (a) On the CLAIM FOR RELIEF: For damages in the amount of
2 \$49,000;
3 (b) For prejudgment interest at the legal rate from January 3,
4 2017;
5 (c) For plaintiff's attorney fees, costs and disbursements
6 herein; and
7 (d) For such other relief as the court deems just and proper.

8 Dated this 4th day of December, 2017.

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10 SHENKER & BONAPARTE, LLP

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12 By /s/Robert E.L. Bonaparte
13 Robert E.L. Bonaparte, OSB No. 883411
14 Of Attorneys for Plaintiff Dana Meier

15 Trial Attorney:
16 Robert E.L. Bonaparte, OSB No. 883411